INDIA NON JUDICIAL

सत्यमेव जयते

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA36668644298106S
Certificate Issued Date	:	16-Apr-2020 12:36 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ YELAHANKA6/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL08809588115905515
Purchased by	:	SRI SAI MANJUNATHA ENTERPRISES
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BBMP YELAHANKA DIVISION
Second Party	:	SRI SAI MANJUNATHA ENTERPRISES
Stamp Duty Paid By	:	SRI SAI MANJUNATHA ENTERPRISES
Stamp Duty Amount(Rs.)	:	1,300 (One Thousand Three Hundred only)

ANJANADRI CO-OPERATIVE CREDIT CO-OPERATIVE SOCIETY LTD. Reg.No. AR-44-RGN169 4/230/15-16 Yelahanka Bangalore-64 Sign

Please write or type below this line

BRUHATH BANGALORE MAHANAGARA PALIKE

No.BBMP/EE/YNK/E-PMT No-15 /AG/ 13 /2020-21 **Dated:** 7.05.2020

This Agreement, made on 7th MAY.2020...between **The Executive Engineer Yelahanka division, BBMP Bangalore -560064** (hereinafter called "the Employer") of the one part and

Sri. B P MAHESH (M/S SRI SAI MANJUNATHA ENTERPRISES) No:58, BP Linganna Building 7th Cross, Chandramouleswara layout , Hunsamaranahalli, Bangalore (North), Karnataka-562157 (hereinafter called "the Contractor") of the other part.

B.P. Mahesh

ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಭಿಯಂತರರು
ಎಲಹಂಕ ವಿಭಾಗ

Whereas the Employer is desirous that the Contractor execute **"Improvements to Burial ground at Attur layout and Allalsandra in ward no -03 & 04 of yelahanka satellite town sub division (PACKAGE - 04)"**) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs.1,30,16,633/-** (Rupees One Crores Thirty lakhs Sixteen thousand Six hundred thirty three only) it includes 12% GST. Which is +5.00% above of amount put to tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The contractor shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any during **defect liability period of 1 years** from the date of completion of the work and the agency has submitted **security deposit Amount (FSD) of Rs 5,82,000.00 (Five lakhs Eighty two thousand only) in the form of TDR Vide No:0419705 dated 15-04-2020 issued on Bank of Board, Vidyanagara branch.** The security deposit amount shall be released only after completion of the **defects liability period of 1 years** from the date of completion of the work without interest.
5. The other contract conditions as per KW4 standard tender document.
6. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;

vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

In Witness whereas the parties have said their hand and seal this day and year first mentioned.

1. .....

2. .....

Contractor

The Executive Engineer
Yelahanka division
BBMP Bangalore – 64